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dba Tulare Regional Medical Center

IN THE UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF CALIFORNIA

FRESNO DIVISION

In re

TULARE LOCAL HEALTHCARE
DISTRICT, dba TULARE REGIONAL
MEDICAL CENTER,

Debtor.

Tax ID #: 94-6002897
Address: 869 N. Cherry Street
Tulare, CA 93274

CASE NO. 17-13797

DC No.: WW-40

Chapter 9

Date: July 19, 2018
Time: 9:30 a.m.
Place: 2500 Tulare Street
Fresno, CA 93721
Courtroom 13
Judge: Honorable René Lastreto II

**MOTION FOR AUTHORIZATION TO REJECT EXECUTORY CONTRACT
(TOYOTA LEASE TRUST)**

TO THE HONORABLE RENÉ LASTRETO II, UNITED STATES BANKRUPTCY

JUDGE:

Tulare Local Healthcare District, dba Tulare Regional Medical Center, a
California Health Care District, the Debtor ("Debtor" or "District"), hereby moves this
Court pursuant to 11 U.S.C. §§ 365 and 901, and Bankruptcy Rules 6006 and 9014, for
an Order Rejecting Executory Contract as described below. In support of its Motion, the
Debtor represents as follows:

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1 1. This Court has jurisdiction over this Motion pursuant to 28 U.S. C. §§ 157
2 and 1334. Venue is proper before this Court pursuant to 28 U.S. C. §§ 1408 and 1409.
3 This matter is a core proceeding to 28 U.S.C. §157(b)(2). The statutory predicates for
4 the relief sought in this Motion are §§ 105, 365, 901 and title 11 of the United States
5 Code (the "Bankruptcy Code"), as complemented by Rules 6006 and 9014 of the
6 Federal Rules of Bankruptcy Procedure.

7 2. This case was filed as a Chapter 9 case on September 30, 2017 ("Petition
8 Date").

9 3. The Debtor is a California healthcare district located in Western Tulare
10 County.

11 4. The Debtor is in the business of owning a hospital and other healthcare
12 facilities .

13 5. On October 29, 2016 ("Effective Date") the Debtor entered into Closed-
14 End Motor Vehicle Lease Agreement ("Lease Agreement") with Gropetti LTD, Inc. A
15 true and correct copy of the Lease Agreement is attached to the Declaration of Sanford
16 Haskins as Exhibit "A", filed contemporaneously herewith.

17 6. According to the Lease Agreement, the Lease Agreement was to be
18 subsequently assigned to Toyota Lease Trust and serviced by Toyota Motor Credit
19 Corporation. A true and correct copy of the Debtor's most recent invoice pertaining to
20 the Lease Agreement from Toyota Financial Services is attached as Exhibit "B" to the
21 Declaration of Sanford Haskins.

22 7. The subject matter of the Lease Agreement is a 2015 Toyota Prius with
23 Vin number ending in -7866. The Lease Agreement calls for 36 consecutive monthly
24 payments beginning on the Effective Date. At the end of the term of the Lease
25 Agreement TRMC is required to either return or purchase the vehicle for \$14,415.

26 8. The Debtor has analyzed the Lease Agreement and determined in its
27 sound business judgment, and as declared by Sanford Haskins, Chief Administrative
28 Officer, that the Lease Agreement should be rejected.

1 WHEREFORE, the Debtor respectfully requests entry of an Order (a) authorizing
2 the Debtor to reject the Lease Agreement; (b) fixing the date by which any claim shall
3 be filed; and (c) granting Debtor such other and further relief as this Court may deem
4 just and proper.

5 Dated: June 12, 2018

WALTER WILHELM LAW GROUP,
a Professional Corporation

By: 

Danielle J. Bethel, Attorneys for Debtor,
Tulare Local Healthcare District, dba
Tulare Regional Medical Center